


CITY OF WINNEMUCCA

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WINNEMUCCA POLICE OFFICERS ASSOCIATION

AGREEMENT

July 1, 2013 to June 30, 2014



Mayor Di Ah Putnam



Chad Farstveet, President WPOA

May 21, 2013

Date Approved by City Council

May , 2013

Date Approved by WPOA

**POLICE CONTRACT
INDEX**

<u>ARTICLE NO.</u>	<u>SUBJECT</u>	<u>PAGE NO.</u>
1	PREAMBLE	1
2	RECOGNITION	2
3	STRIKES AND LOCK-OUTS	3
4	RIGHTS OF MANAGEMENT	4
5	NON-DISCRIMINATION	5
6	ASSOCIATION DUES	6
7	HOURS OF WORK	7
8	HOLIDAYS AND HOLIDAY PAY	10
9	VACATION LEAVE	12
10	OTHER LEAVES	14
11	ON-THE-JOB INJURY	17
12	LEAVE-OF-ABSENCE	19
13	MILITARY LEAVE	20
14	JURY DUTY	22
15	RETIREMENT	23
16	SALARIES	24
17	STEP-RAISE ELIGIBILITY	25
18	COMPENSATION UPON PROMOTION	26
19	OVERTIME	27
20	STANDBY TIME	28
21	HEALTH AND ACCIDENT INSURANCE	29
22	UNIFORM ALLOWANCE	30
23	SPECIAL PAY PRACTICES	32
24	IN-SERVICE TRAINING AND EDUCATION INCENTIVES	34

**POLICE CONTRACT
INDEX**

<u>ARTICLE NO.</u>	<u>SUBJECT</u>	<u>PAGE NO.</u>
25	VACANCIES AND PROMOTIONS	35
26	WORKING RULES	36
27	GRIEVANCES	38
28	ARBITRATION	40
29	DISCIPLINE/TERMINATION	41
30	AMENDING PROCEDURES	45
31	SAVINGS CLAUSE	46
32	SENIORITY/LAYOFF	47
33	MILEAGE AND TRAVEL REIMBURSEMENT	48
34	MEDICAL EXAMINATIONS	49
35	DEATH IN THE LINE OF DUTY	50
36	CITY BENEFITS	51
37	DURATION OF AGREEMENT	52

ARTICLE I

PREAMBLE

THIS AGREEMENT is entered into between the City of Winnemucca, Nevada, hereinafter referred to as the City and the Winnemucca Police Officers Association, hereinafter referred to as the Association. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties, to provide an orderly and peaceful means of resolving any misunderstandings or differences, and to set forth the agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

The City of Winnemucca Personnel Policy Manual and Police Department Policy Manual, as amended from time to time, are incorporated herein by reference. In the event of conflict or inconsistency, the terms of this Agreement shall be controlling.

ARTICLE 2

RECOGNITION

The City recognizes the Association as the exclusive bargaining agent for purposes of establishing salaries, wages, hours and other conditions of employment for classified employees within the law enforcement classes of:

- 1) Detective
- 2) Police Officer
- 3) Police Sergeant

and excluding all other law enforcement employees in supervisory or management positions. The City recognizes the Association as the exclusive bargaining agent for the above listed law enforcement officer employees on the basis that such employees have the same community of interest.

ARTICLE 3

STRIKES AND LOCK-OUTS

1. The Association will not promote, sponsor or engage in any strike against the City, slow down, or interruption of operation, concentrated stoppage of work, absence from work upon any pretext or excuse such as illness, which is not founded in fact; or any other intentional interruption of the operations of the City, regardless of the reason for so doing, and will use its best efforts to induce all employees covered by this Agreement to comply with this pledge.

2. The City will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Association.

ARTICLE 4

RIGHTS OF MANAGEMENT

1. Those subject matters which are not within the scope of mandatory bargaining as defined per Nevada Revised Statutes ("NRS") 288.150 and which are reserved to the City without negotiation include:

a. The right to hire, direct, assign or transfer an employee, but excluding the right to assign or transfer an employee as a form of discipline.

b. The right to reduce in force or lay off any employee because of lack of work or lack of funds.

c. The right to determine:

1) Appropriate staffing levels and work performance standards, except for safety considerations;

2) The content of the workday, including without limitation workload factors, except for safety considerations;

3) The quality and quantity of services to be offered to the public; and

4) The means and methods of offering those services.

d. Safety of the public.

2. Notwithstanding the provisions of any collective bargaining agreement negotiated pursuant to NRS Chapter 288, the City is entitled to take whatever actions may be necessary to carry out its responsibilities in situations of emergency such as a riot, military action, natural disaster or civil disorder. Such actions may include the suspension of any collective bargaining agreement for the duration of the emergency. Any action taken under the provisions of this subsection shall not be construed as a failure to negotiate in good faith.

3. The provisions of this Article recognize and declare the ultimate right and responsibility of the City to manage its operation in the most efficient manner, consistent with the best interests of all its citizens, its taxpayers and its employees.

ARTICLE 5

NON-DISCRIMINATION

1. The City will not interfere with or discriminate in respect to any term or condition of employment against any employee covered by this Agreement because of membership, or legitimate activity as required in the Agreement on behalf of the membership, in another employee organization.

2. The Association recognizes its responsibility as the exclusive negotiating agent and agrees to represent all employees in the negotiating unit without discrimination, interference, restraint or coercion.

3. The provisions of this Agreement shall be applied equally to all employees in the negotiating unit without discrimination as to age, sex, sexual orientation, marital status, race, color, national origin, ethnicity, creed, religion, disability or political affiliation. The Association shall share equally with the City the responsibility for applying this provision of the Agreement.

ARTICLE 6

ASSOCIATION DUES

1. An employee may authorize payroll deductions for the purpose of paying Association dues and assessments. Upon written authorization to the City Clerk from an employee, the City shall deduct on a semi-monthly basis from the wages such sums as the employee may specify for the Credit Union and Association dues or such other purposes as the City may hereafter approve. The Association assessment shall be deducted as requested by the Association, however, such assessment deductions shall be requested not more than one (1) time per calendar year. No authorization shall be allowed for payment of initiation fees or fines. Each employee shall have the right to terminate such payroll deductions one (1) time each year between October 1 and October 20, upon written request by the employee to the City Clerk.

2. The Association will indemnify, defend and hold the City harmless against any claims made, and against any suits instituted against the City on account of any action taken or not taken by the City in good faith under the provisions of this Article. The Association agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

3. The employee's earnings must be regularly sufficient after other legal and required deductions are made to cover the amount of the appropriate Association dues and/or assessments. When a member in good standing of the Association is in non-pay status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an employee who is in non-pay status, during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Association dues and assessments.

ARTICLE 7

HOURS OF WORK

1. The normal employee workweek shall vary depending on the duty assignment and on the assigned shift schedule and will generally be as follows:

a. Detective: Employees assigned to the Detective Unit shall typically work a forty (40) hour workweek consisting of five (5) consecutive eight (8) hour shifts, followed by two (2) consecutive days off. Employees shall typically receive two (2) fifteen (15) minute breaks during each workday and one (1), one (1) hour meal period during each workday, for which no pay will be received.

b. Patrol - 8 Hour Shift: Employees assigned to eight (8) hour patrol shifts shall typically work a forty (40) hour workweek consisting of five (5) consecutive eight (8) hour shifts, followed by two (2) consecutive days off. Employees shall typically receive two (2) fifteen (15) minute breaks and one (1), thirty (30) minute meal break during each workday, for which pay will be received.

c. Patrol - 12 Hour Shift: Patrol officers shall bid by seniority (for three month periods to begin on Jan. 1st, April 1st, July 1st and October 1st their days off. The maximum period that an officer shall be on the same shift shall be one year unless otherwise approved by the Chief of Police or his designee. The Chief of Police or his designee will schedule patrol officers to work twelve (12) hour shifts in accordance with the following schedule: Patrol Officers scheduled workdays shall be Thursday, Friday, Saturday, and every other Wednesday or shall work Sunday, Monday, Tuesday and every other Wednesday as four (4) twelve (12) hour days followed by three (3) consecutive days off, and work three (3) twelve (12) hour days followed by four (4) consecutive days off, within a fourteen (14) day work period. This constitutes working eighty-four (84) hours at a straight-time rate of pay per pay period as provided and allowed pursuant to the Fair Labor Standards Act (FLSA) for peace officers and

- 1) Break and Meal Periods. Employees who work twelve (12) hour shifts pursuant to the 7/12 schedule shall, except during emergency situations, receive three (3) paid one-half (1/2) hour meal periods during their twelve (12) hour shift.
- 2) Rest Periods. Except for emergency situations, or the absence of a qualified replacement, in no event will an employee be held over for more than four hours.
- 3) Overtime. The parties recognize the FLSA 7K work period for purposes of overtime constitutes eighty-four (84) hours comprised of seven (7) twelve (12) hour work days per fourteen (14) day pay period.
- 4) Training or Reassignment. The parties recognize and agree that the Chief, for purposes of assigning employees to training, or reassigning employees to positions not working the 7/12 schedule, may require the employee to revert to a traditional work schedule. The Chief shall have the ability to assign probationary and disciplinary employees to any shifts that he feels necessary.
- 5) Pay Periods: Twenty-six (26) bi-weekly pay periods.
- 6) Work Day Hours: Each work day is to begin at 0600 on the designated day and end with the night shift at 0600 the following day. Example: Sunday - 0600 Sunday to 1800 Sunday (dayshift) and 1800 Sunday to 0600 Monday (nightshift).

d. Special Duty Shifts (Motorcycle, Floater,...): The Chief of Police, or his designee, shall have the ability to modify the normal shifts of employees when they are placed on a special duty assignment in order to provide the best shift coverage and service to the community.

The Shift schedules described in this Article 7 Section 1 are intended to describe a normal shift and, in practice, the break periods will have to be adjusted to accommodate the workload on a particular workday.

2. Employees assigned to patrol shifts: i) report to duty fifteen (15) minutes prior to each shift for briefing purposes; ii) are not eligible for additional salary compensation for the briefing period time in lieu of the City paying the employee's 50% share of the PERS rate increase; iii) receive pay for break periods because they are required to respond to calls at any time received during break periods.

3. Rescheduling will not be used to avoid overtime. If a schedule change will involve more than a two (2) hour deviation from the employee's current assigned schedule, the employee must receive seventy-two (72) hours or more prior notice of the schedule change, except in the case of emergency declared by the Police Chief, or his designee.

4. Whenever an employee's shift is changed, the City will attempt to set the schedule to allow the employee forty-eight (48) hours off prior to starting the new shift. When this cannot be accomplished, the City will attempt to schedule the affected employee to receive up to forty-eight (48) hours of time-off at some time during the following one (1) month period. When the time off cannot be granted, the employee shall be eligible for up to two (2) overtime shift payments, provided that the employee submits a written request to the Police Chief on the employee's first timecard following the expiration of the one (1) month period.

5. Each employee must complete a time card each pay period indicating actual time at work, time on annual leave, time on sick leave and time on compensatory leave, and must sign the time card to certify accuracy. Each employee must receive approval in advance from the Police Chief, or his designee, before working a non-scheduled time or modifying a shift schedule.

6. Employees are expected to work approximately the same number of hours during each calendar year regardless of which shift schedule is assigned.

7. Duty hours shall be devoted fully to the performance of assigned duties. Periods of absence for personal matters are not credited toward duty hours and must be charged to vacation leave, sick leave or compensatory time, or be recorded as unexcused absence.

8. This Article is intended to be construed only as a basis for calculating overtime and shall not be construed as a guarantee of hours per day or week.

9. For the purposes of this Article, seniority of employees shall commence on the original date of hire, and include any break in employment with the City not exceeding twelve (12) months. Any non-probationary employee who has terminated their employment in excess of twelve (12)

months and thereafter becomes re-employed shall forfeit their original "date of hire" seniority and shall bid based on their new date of hire. This article is retroactive to include any officer that has terminated their employment with the Police Department and was re-hired by the City within twelve months as required in this Article.

ARTICLE 8

HOLIDAYS AND HOLIDAY PAY

1. Employees eligible for holiday pay shall receive eight (8) hours pay at the regular hourly rate of pay for the following holidays:

New Year's Day (January 1)
Martin Luther King's Birthday (third Monday in January)
President's Day (third Monday in February)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Nevada Day (last Friday in October)
Veteran's Day (November 11)
Thanksgiving Day (fourth Thursday in November)
Day after Thanksgiving Day (fourth Friday in November)
Christmas Day (December 25)
Any other day declared a holiday, day of thanksgiving or a day of mourning by the Mayor, Governor or President when City offices are closed.

2. For employees regularly scheduled on a Monday-Friday workweek, whenever one of the declared holidays falls on a Saturday, the preceding Friday will be observed as a holiday, and when the holiday falls on a Sunday, the following Monday will be observed as a holiday. For employees regularly scheduled on other than a Monday-Friday workweek, the actual day of the holiday shall be observed.

3. In order to be eligible for the holiday pay, an employee must be on the active payroll of the City. Holiday leave may be used while an employee is on Administrative Leave with-pay pending an inquiry into misconduct. When the investigation results in disciplinary time off (without pay), demotion or termination for the employee, all holiday pay received while on Administrative Leave shall be forfeited.

4. Holidays occurring during an employee's vacation period shall not be counted as vacation (eight (8) hours only).

5. An employee who is on suspension from employment with the City and has a holiday fall during the suspension shall be credited with having served two (2) days suspension for that holiday date.

6. HOLIDAY PAY: When a designated holiday falls on an employees' regular day off the employee will receive eight hours of straight time pay for that holiday. When a scheduled work day falls on a designated holiday and the employee is approved to take the day off, the employee will receive eight hours of holiday leave with no additional pay. Employees working on a "designated" holiday will receive eight (8) hours straight time pay for the

holiday plus time and a half (1½) for all hours actually worked.

EXAMPLES: Calculated using an hourly base pay of \$24/hour.

Example #1: Holiday falls on a regular day off and is not worked: (8 hr and 12 hr shifts)

Employee is owed 8 hrs of straight time: $8 \text{ hrs} \times \$24/\text{hr} = \192.00

Time Card Entry: Holiday credit: 5.4 hrs $\times \$24/\text{hr} \times 1\frac{1}{2} = \194.40

Example #2: Holiday falls on a regular scheduled work day and is not worked: (8 & 12 hr shifts)

Time Card Entry: Holiday leave: 8 hrs (no additional pay)

Example #3: Regular shift worked on a Holiday: (8 hour shift schedule)

Employee is owed 8 hrs straight time plus 1½ time for all hours worked:

Regular pay: $8 \text{ hrs} \times \$24/\text{hr} = \192.00 (included in regular paycheck)

Additional ½ time: $8 \text{ hrs} \times \$12/\text{hr} = \86.00

Holiday pay: $8 \text{ hrs} \times \$24/\text{hr} = \192.00

Total holiday pay = **\$470.00**

Timecard Entry:

Regular: 8 hrs $\times \$24/\text{hr} = \192

Worked Holiday: 8 hrs $\times \$24/\text{hr} \times 1\frac{1}{2} = \288

Total holiday pay = **\$480.00**

Example #4: Regular shift worked on a Holiday: (12 hour shift schedule)

Employee is owed 8 hrs straight time plus 1½ time for all hours worked:

Regular pay: $12 \text{ hrs} \times \$24/\text{hr} = \288.00 (included in regular paycheck)

Additional ½ time: $12 \text{ hrs} \times \$12/\text{hr} = \144.00

Holiday pay: $8 \text{ hrs} \times \$24/\text{hr} = \192.00

Total holiday pay = **\$624.00**

Timecard Entry:

Regular: 12 hrs $\times \$24/\text{hr} = \288

Worked Holiday: 9.4 hrs $\times \$24/\text{hr} \times 1\frac{1}{2} = \338.40

Total holiday pay = **\$626.40**

Example #5: Regular Day Off worked on a Holiday: (8 hour shift schedule)

Employee is owed 8 hrs straight time plus 1½ time for all hours worked:

Overtime pay: $8 \text{ hrs} \times \$24/\text{hr} \times 1\frac{1}{2} = \288.00

Holiday pay: $8 \text{ hrs} \times \$24/\text{hr} = \192.00

Total holiday pay = **\$480.00**

Timecard Entry:

Worked Holiday: 8 hrs $\times \$24/\text{hr} \times 1\frac{1}{2} = \288

Holiday Credit: 5.4 hrs $\times \$24/\text{hr} \times 1\frac{1}{2} = \194.40

Total holiday pay = **\$482.40**

Example #6: Regular Day Off worked on a Holiday: (12 hour shift schedule)

Employee is owed 8 hrs straight time plus 1½ time for all hours worked:

Overtime pay: $12 \text{ hrs} \times \$24/\text{hr} \times 1\frac{1}{2} = \432.00

Holiday pay: $8 \text{ hrs} \times \$24/\text{hr} = \192.00

Total holiday pay = **\$624**

Timecard Entry:

Worked Holiday: 12 hrs $\times \$24/\text{hr} \times 1\frac{1}{2} = \432

Holiday Credit: 5.4 hrs $\times \$24/\text{hr} \times 1\frac{1}{2} = \194.40

Total holiday pay = **\$626.40**

ARTICLE 9

VACATION LEAVE

1. A regular, full time employee will be granted vacation benefits as follows:

<u>Years of Continuous Service</u>	<u>Vacation Leave per Year</u>
Less than 12 months	80 hrs - 10 days
1 yr but less than 3 yrs	96 hrs - 12 days
3 yrs but less than 7 yrs	120 hrs - 15 days
7 yrs but less than 10 yrs	136 hrs - 17 days
10 yrs but less than 15 yrs	160 hrs - 20 days
15 yrs but less than 20 yrs	176 hrs - 22 days
20 yrs or more	192 hrs - 24 days

Vacation credits shall accrue for each pay period the employee is in full pay status. Seasonal, part-time or temporary employees are ineligible for vacation benefits.

2. An employee shall be paid at the employee's regular hourly rate for each hour of vacation time taken. Vacation shall be charged on the basis of one (1) hour for each full hour or major portion of an hour of vacation taken.

3. Choice of vacation dates shall be granted, whenever practical, based upon the operating requirements of the City, as determined by the Police Chief. Where more employees than can be spared request a particular period, preference will be in order of seniority in grade, provided the remaining employees are qualified to do the work.

4. Vacation taken during a semi-monthly period shall be charged before vacation earned during the pay period is credited.

5. An employee's accrued vacation shall not exceed two hundred forty (240) hours, unless pre-approved by the City Manager. Employees exceeding the two hundred forty (240) hours are required to schedule the use of all excess annual leave during the pay period immediately following notification, unless pre-approved by the City Manager.

6. The City shall make available reasonable periods of time for employees to take earned vacation. The City shall not make payment for unused vacation in excess of that allowed to accrue as provided in section 5 of this Article. In the event any employee's scheduled vacation is denied due to an operating emergency, the employee will not lose that accrued vacation in excess of what is permitted in section 5, instead, the affected employee will be permitted to use that vacation within the following thirty (30) calendar days.

7. Vacation leave shall be earned at the employee's usual rate while on vacation leave. Vacation leave shall be earned while an employee is on sick leave or on service connected disability leave, or a combination thereof, for a continuous period of up to thirty (30) days. In the event an

employee is on sick leave or service connected disability leave, or a combination thereof, for a continuous period for more than thirty (30) days, the employee shall cease to earn further vacation leave until the employee returns to work full time. Vacation leave shall be earned during the time an employee is placed on Administrative Leave with-pay pending an inquiry into misconduct. When the investigation results in disciplinary time off (without pay), demotion or termination for the employee, all vacation leave earned while on Administrative Leave shall be forfeited.

ARTICLE 10

OTHER LEAVES

1. Sick Leave:

a. All employees in the unit shall be entitled to sick leave with pay for one and one-fourth (1 1/4) days for each month of service in the employ of the City which may be accumulated from year-to-year.

b. Effective July 1, 2010, employees shall be entitled to be paid for their accrued unused sick leave at the below listed amount when they leave the service of the City, provided they have been continuously employed by the City for a minimum period of two (2) years. The cash out payment shall be calculated at a rate of forty dollars (\$40) per day (eight (8) hour day), up to a maximum payment of six thousand dollars (\$6,000). The City is to issue payment to a retiring employee the amount to his/her sick leave accrual allowance described in this section 90 days in advance of his/her planned retirement date provided that the employee requests in writing to use his sick leave buyout to purchase additional PERS service. The employee has the responsibility to coordinate the service purchase transaction with PERS.

c. Sick leave may be allowed for the illness of an employee, or for the illness of a member of the employee's family which requires the presence of the employee at the home of the employee, or the home of the sick person, or the transportation of the sick person for medical treatment. Family includes spouse and those persons within the first degree of consanguinity (parents or children) or affinity. The City Manager may allow sick leave under special circumstances for other family members if such leave is recommended by the Police Chief.

d. An employee may decline to use any or part of the normally payable sick leave benefit while the employee is receiving benefits under NRS Chapters 616 or 617.

e. Sick leave exceeding more than five (5) consecutive days shall require written confirmation by a physician, dentist or other provider of health care services. The City may require written confirmation if the City believes leave is being abused. The City reserves the right to obtain a second opinion, at City cost, to verify the need for the use of sick leave.

f. Sick leave shall be earned at the employee's usual rate while on annual leave. Sick leave shall be earned while an employee is on sick leave or on service connected disability leave, or a combination thereof, for a continuous period of up to thirty (30) days. In the event an employee is on sick leave or service connected disability leave, or a combination thereof, for a continuous period of more than thirty (30) days, the employee shall cease to earn further sick leave until the employee returns to work full time. Sick leave shall be earned during the time an employee is placed on Administrative Leave with-pay pending an inquiry into misconduct. When the investigation results in disciplinary time off (without pay), demotion or termination for the employee, all sick leave earned while on Administrative Leave shall be forfeited.

2. Maternity Leave: An employee is entitled to use accumulated sick leave and annual

leave as maternity leave, regardless of the type of delivery or results of pregnancy, if the provisions below are complied with fully:

a. Unless otherwise provided herein, the decision when such leave begins or ends shall be made by the employee with the approval of the City, accompanied by the approval of the employee's personal physician. The City may require the employee to have a medical examination by a doctor of the City's choice and at the City's expense for the purpose of determining if the employee should take leave or continue on leave.

b. When an employee returns to duty in compliance with an authorized leave of absence, the employee shall be reinstated in the same classification, position, shift, unit and scheduled hours in which the employee was employed before the absence, but if conditions in the City have so changed that it would not be feasible to reinstate the employee in such a manner, then the City will reinstate the employee to as nearly comparable a position and shift as is reasonable under the circumstances.

3. Leave Sharing: An employee with less than 100 hours of sick leave may donate up to eight hours, an employee with between 100 and 199 hours of sick leave may donate up to sixteen hours and an employee with more than two hundred (200) hours of accumulated sick leave may donate up to twenty-four hours of sick leave to an employee on sick leave for catastrophic illness, pursuant to the following restrictions:

a. The employee on leave must have exhausted all available paid leave including all sick leave, annual leave and compensatory time off prior to being eligible to use donated sick leave.

b. An employee on leave for an on the job injury covered by employer-provided workers compensation insurance is not eligible for sick leave donation.

c. An employee donating sick leave must do so in writing and in blocks of eight (8) hours each, not to exceed twenty-four (24) hours, on a form provided by the City.

d. The grant of sick leave is irrevocable.

e. The total hours donated to an employee on leave shall not exceed the number of hours necessary to avoid a loss in pay between the time the employee exhausts available paid leave (pursuant to subsection a. of this section 3) and the employee's return to work.

f. All unused, donated sick leave remaining over forty (40) hours will be proportionately returned back to the donors.

4. Bereavement Leave: An employee is entitled up to five (5) days of City paid leave for the death of a family member. "Family members" include: child, spouse, parent, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, or any child or close relative who resides with the employee at the time of their death.

In addition to the above leave, the employee shall have the option to take up to five (5) days of sick leave or annual leave (provided that the employee has an adequate leave balance), when needed, for the death of the following family members: child, spouse, parent, grandparent, grandchild, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, or any child or close relative who resides with the employee at the time of their death.

5. Administrative Leave: There are times that it would appear to be in the best interest of both the City and an employee to relieve the employee from duty, pending the outcome of an inquiry. Such leave shall not cause the loss of pay or other City provided benefits.

ARTICLE 11

ON THE JOB INJURY

1. Severe Injury: An employee suffering a severe injury while performing a designated assignment shall be entitled to receive their full base salary for up to sixty (60) calendar days after sustaining the severe injury without having to use any accumulated sick leave or annual leave (this City payment shall make up the difference between any workers compensation benefit and the employee's full base salary). After the sixty (60) day benefit period, the employee may use accumulated sick and annual leave to make up the difference between the employee's base patrolman salary and the payment received by the employee from workers compensation benefits. A severe injury is defined as an on-the-job injury that requires confinement to a hospital and/or home for a period of ten (10) consecutive calendar days or more.
2. Other Injury: When an employee suffers an on-the-job injury that prevents the employee from reporting to work, but does not qualify for Article 11 Section 1 severe injury benefits, the employee may use accumulated sick leave and accumulated annual leave to make up the difference between the base salary and the payment received from worker's compensation benefits.
3. Sick Leave and Annual Leave Accrual: An employee receiving workers compensation benefits will not accrue sick leave or annual leave, but shall continue to earn service time credit for retirement purposes.
4. Full Salary Benefit: The intent of this Article is to allow an employee to continue receiving a full base salary so long as the employee is disabled and receiving worker's compensation benefits until sick leave and annual leave hours are exhausted. No employee shall receive a total compensation in a particular time period for workers compensation benefits and sick leave benefits and/or annual leave benefits, or any combination thereof, which exceeds the regular base salary of the employee for that time period.
5. Holiday Benefits: When a holiday falls during the period of an employee's leave while receiving workers compensation benefits, the employee shall receive straight time compensation for the holiday as described in Article 8 of this agreement.
6. Light Duty Assignment: When an on-the-job injury prevents an employee from performing normal job duties but the employee is able to perform a light duty assignment, the employee may be assigned to a temporary light duty assignment by the Police Chief if he determines that a temporary light duty assignment is available. The employee will be required to provide a written description from a physician of the limitations to be in effect prior to being considered for a light duty assignment. The City has the right to send the employee to a doctor of the City's choice at City expense to further determine the ability of the employee to work a light duty assignment. The City may choose a physician who is a specialist in the field to eliminate the problem of conflicting opinions. The intent of the second opinion is to assist in determining staffing levels and to encourage rehabilitation of the employee.

7. **Workers Compensation:** Any time within a maximum period of twelve (12) semi-monthly pay periods subsequent to the pay period within which an on-the-job injury occurred, an employee may elect to continue on workers compensation leave, without additional compensation from the City, and without refunding the workers compensation salary continuance payments to the City, provided the employee is receiving workers compensation salary continuance payments.

ARTICLE 12

LEAVE OF ABSENCE

1. Leave of Absence Without Pay:

- a. Leave without pay may be granted only to an employee who desires to return to City service.
- b. Leave without pay of less than thirty (30) days may be granted if recommended by the Police Chief and approved by the City Manager.
- c. Leave without pay of thirty (30) days or more may be granted at the sole discretion of the City Council.
- d. The employee shall retain the status of a public employee and the pay, leave and benefits accrued prior to the leave.

2. Leave of Absence With Pay:

- a. A leave with pay will be granted when an employee serves on a jury or is subpoenaed as a witness in court, consistent with the provisions of Article 14 below.
- b. When it is impractical for an employee to vote before or after normal working hours, the employee will be granted sufficient time to vote.
- c. Leave with pay is granted to an employee for authorized military training duties in compliance with the provisions of Article 13 below.

3. Unauthorized Absence:

- a. An unauthorized absence from work shall be treated as leave without pay, and shall be a cause for disciplinary action.
- b. Upon an unauthorized absence for three (3) consecutive days, or more, the City shall send a notice to the employee's last known address by certified mail, return receipt requested, advising that if the employee fails to respond to the notice within ten (10) days of the notice mailing date, their employment is terminated. If the employee fails to respond in writing to the notice within ten (10) days after date of mailing of the notice, the employee shall be terminated.

ARTICLE 13

MILITARY LEAVE

1. **Temporary Military Duty:** An employee who is an active member of the Nevada National Guard (the Guard) or any reserve component of the United States Armed Forces (the Reserve), shall be temporarily relieved from City duty without loss of regular compensation for a period not to exceed fifteen (15) working days in any calendar year, upon request to serve under orders on training duty. Any such absence shall not be deducted from the employee's accrued vacation.

2. **Extended Military Duty:** An employee called to active Guard or Reserve duty and required to serve for a period exceeding thirty (30) days (extended military duty) will receive thirty (30) days (two (2) full-pay periods) base pay from the City. After the initial thirty (30) day service period, the City will compensate the employee for any difference between the employee's base pay and that provided by the Guard or Reserve, for a period of up to one (1) year. The employee may draw pay using accumulated annual leave after the initial thirty (30) day period. If the employee voluntarily determines to continue military service for longer than the call back time, the employee will be terminated as a City employee and all benefits shall be canceled. The benefits listed in this section shall apply each time the employee is involuntarily activated to military service. The employee shall not lose any of the above listed benefits during the period of involuntary activation. The City shall not pay for duplicate health insurance benefits while the employee is receiving military health insurance benefits.

To facilitate the City providing differential pay in an accurate and timely manner, an employee called for extended military duty will be required to: (i) provide a copy of their military orders to the Police Chief; (ii) provide a copy of their monthly military leave and earnings statement to the City Clerk; and, (iii) provide specific information regarding the disbursement of the differential check.

3. **Service-Time Credit:** If an employee serves on extended military duty for one (1) year or less and returns to City service, there is no break in City service time for purposes of vesting or accruing retirement benefits, and when the employee returns to City service, the City is required to make any contributions on behalf of the employee's retirement benefits that the City would have made if the employee had not been absent for extended military duty.

4. **Insurance and Leave Benefits:** While an employee is on extended military leave, the City is not obligated to make payments for industrial insurance, unemployment insurance or the employee's group health insurance. An employee on extended military leave shall not be eligible for accrual of annual or sick leave until the employee returns to City service. The City will provide health insurance benefits to the extended military duty employee until the military insurance coverage commences.

5. **Seniority Benefit:** While on Guard or Reserve duty, the employee shall receive seniority and anniversary date benefits in compliance with federal law and court cases pertaining to military service due to members of the Guard or Reserve.

6. Promotion: Except as otherwise provided in this Article, an employee shall not be denied promotion or be adversely affected in job position due to serving in the Guard or Reserve.

ARTICLE 14

JURY DUTY

Any employee of the City required to serve on any jury shall receive regular salary during the period of jury service, provided the employee remits compensation for such jury duty to the City Clerk for deposit into the General Fund of the City of Winnemucca.

ARTICLE 15

RETIREMENT

All employees covered by this Agreement shall participate in the Public Employees Retirement System (PERS) of the State of Nevada in accordance with the rules of that system as set forth in the NRS Chapter 286.

The City will pay the employees' half of all PERS increases during the term of this Agreement, in lieu of additional salary/benefits (pursuant to NRS 286.421).

ARTICLE 16
SALARIES

Effective July 1, 2013 (2.5% COLA)

STEP	PATROL*
1	49,023
2	50,248
3	51,504
4	52,792
5	54,112
6	55,465
7	56,851
8	58,273
9	59,729
10	61,223

Trainee Patrolman prior to POST graduation = \$ 46,740

STEP	SERGEANT*
1	63,352
2	64,936
3	66,559
4	68,223
5	69,929
6	71,677
7	73,469
8	75,306
9	77,188

***2.5% Steps**

NOTES: 1) Employees did not receive step raises in FY 10/11.

ARTICLE 17

STEP RAISE ELIGIBILITY

1. An employee shall become eligible for step raises at the start of the payroll period in which the employee's present classification anniversary occurs.

2. Step raises will become effective as outlined above upon approval of the Police Chief. If such approval is delayed for any reason, the effective date shall be as specified at the time of approval. If delay is a result of administrative failure or clerical error, the effective date shall be the date of original schedule.

3. If a leave of absence without pay is granted to an employee, the time actually worked before and after the leave of absence shall be added together and must total the time specified in Section 1 of this Article before being eligible to receive a step raise.

Note: Step raises were not applicable during FY 10/11.

ARTICLE 18

COMPENSATION UPON PROMOTION

Upon promotion to a higher classification, the new rate of pay shall be either the minimum rate in the class of the promotion to which promoted or that rate within the class which is at least five percent (5%) higher than the rate of pay received under the previous classification, whichever is higher.

ARTICLE 19

OVERTIME

1. Employees shall receive overtime pay at a rate of one and one-half (1.5) the regular hourly rate for each one-quarter (1/4) of an hour or major fraction of an hour worked in excess of the normal workweek, or in excess of the regular workday. Overtime will be paid on the payroll for the pay period within which the overtime is performed or accrued as per Article 7. Nothing in this Article shall require payment for overtime hours not worked; however, all paid leave shall be considered time worked for purposes of this Article. Overtime shall not be paid more than one (1) time for the same hours worked. All overtime must have prior authorization of the Police Chief, or his designee, before compensation is allowed.

2. Should a legitimate overtime liability occur in an individual instance beyond the ability of the City or the employee to prevent, overtime will be paid in accordance with this Article.

3. In lieu of receiving overtime or premium pay for working a holiday, compensatory time off may be allowed and scheduled, subject to the convenience of the employee and Department. Court appearance overtime shall be eligible for compensatory time off. Compensatory time may be accrued up to a maximum of one hundred (100) hours. The maximum accrual of compensatory time may be exceeded upon prior approval by both the Police Chief and the City Manager.

4. Employees with accumulated compensatory time exceeding one hundred (100) hours at the beginning of the period following formal ratification of this Agreement, may receive pay for any or all such hours at such affected employee's base pay upon written request to, and approval by, the Police Chief.

ARTICLE 20

STANDBY TIME

1. Due to staff limitations, it may be necessary for the Police Chief to schedule an employee to be on standby alert, available for duty, within thirty (30) minutes of notification by the Police Chief, or his designee, to handle overtime work which may arise during other than normal work hours.

2. Employees on standby will be designated on a standby roster to be established and maintained through procedures promulgated by the Police Chief. For each listing on the regular standby roster, the employee will be compensated at the rate of one (1) hour of pay at the regular hourly rate for each three (3) hour period of standby or any part thereof and the employee shall receive a minimum of two (2) hours of pay for each listing on the standby roster.

3. Detectives assigned to standby shall be paid standby pay as provided in this Article.

ARTICLE 21

HEALTH AND ACCIDENT INSURANCE

1. An employee shall have the right to participate in the City's group insurance program in effect during the term of this Agreement, or as may hereinafter be altered by the parties through negotiations. Part time employees working a minimum of twenty-five (25) hours per week for the City may also be included in the group insurance plan; however, temporary employees shall not be included. Any employee on leave of absence from the City may continue to carry City group insurance by making full premium payments. The change in selection of a company or agency to carry such group insurance shall be the responsibility of the City Council. The City agrees to establish a health insurance committee consisting of a member of each of its employee's associations for the purpose of monitoring the satisfaction of its employees with the program and to become aware of any changes to the program.

2. Effective July 1, 2013 the City will provide up to seven hundred and twenty-six dollars and eighty-six cents (\$726.86) per month for insurance purposes for each employee. This amount is available for use only towards the purchase of health, vision, dental and life insurance coverage offered in the City of Winnemucca group insurance program.

3. The City will provide twenty-five dollars (\$25) per year for those employees who purchase air ambulance insurance. The Association will annually (at the time of renewal) submit to the City a list of those employees participating in this program and the City will remit payment to the Association.

4. The City will provide up to one hundred ten dollars (\$110) per month for the purpose of purchasing other supplemental insurance coverage offered by the City for an employee waiving health insurance coverage provided by Section 2 of this Article.

ARTICLE 22

UNIFORM ALLOWANCE

1. Each employee will receive a uniform allowance in accordance with Sections (2) and (3) below. The uniform allowance will cover the full cost of original purchase, replacement and up-keep of the uniform.

2. The uniform allowance shall be at the rate of fifteen hundred dollars (\$1,500) per year and shall be paid quarterly in equal installments, by separate checks (with taxes withheld) on the final payday in March, June, September and December.

3. The City will advance all new employees their first year's uniform allowance. Should the employee receiving the advance elect to resign or be terminated by the City within one year, the employee shall be required to reimburse the City for the pro-rated share of the uniform allowance advance based on the actual length of employment.

4. In lieu of the uniform allowance provided in Section 2 above, the City may elect to furnish, either directly or through contracted facilities, the required uniforms, replacements and up-keep services.

5. In the event an employee loses or damages personal equipment, watches, contact lenses or eyeglasses in performance of duties, the City will reimburse the cost of item(s) lost or damaged at the current retail or market value up to the following limits:

Watch Damage: One hundred dollars (\$100) maximum

Eyeglass/Contacts: One hundred fifty dollars (\$150) maximum

No single event loss shall exceed five hundred dollars (\$500) per person.

Non-prescription sun glasses: Fifty dollars (\$50) maximum.

This provision shall include uniforms as well as clothing worn by Detectives. In order to receive the benefit of this Article, the employee must report any claims at the time of the incident or prior to the end of the shift on which the incident occurred, and must receive no other restitution for the claim (such as insurance).

6. Soft Body Armor:

The City will reimburse employees not more frequently than every five (5) years for the cost of purchasing and replacing soft body armor vests, upon expiration of manufacturer's certification. This reimbursement shall not exceed eight hundred dollars (\$800).

If an employee terminates from City employment, the employee will reimburse the City, by way of deduction from the employee's final paycheck, an amount in accordance with the following schedule:

An employee with less than:

a. one (1) year of service since purchasing the vest, will reimburse the City for eighty percent (80%) of the amount originally received from the City.

b. two (2) years of service since purchasing the vest, will reimburse the City for sixty percent (60%) of the amount originally received from the City.

c. three (3) years of service since purchasing the vest, will reimburse the City for forty percent (40%) of the amount originally received from the City.

7. Cell Phone Stipend:

The City will provide a \$60 per quarter cell phone stipend for officers using personal cell phones for City business purposes. All cell phone use must be in compliance with the City's adopted cell phone policy.

8 Motorcycle Assignment:

The City will reimburse newly assigned motorcycle patrolmen up to \$500 for any necessary equipment purchased for the assignment (helmet, boots, coat and/or pants). Employees are eligible only one time for this payment.

ARTICLE 23

SPECIAL PAY PRACTICES

1. Shift Differential Payments: Employees shall receive as additional compensation a shift differential payment calculated as a percentage of their base patrolman salary for the following shifts:

a. Eight Hour Shift Schedule:

Graveyard Shift:	22:00 hour to 06:00 hour	6% differential
Swing Shift:	14:00 hour to 22:00 hour	3% differential
Day Shift:	06:00 hour to 14:00 hour	0% differential

b. Twelve Hour Shift Schedule:

Graveyard Shift:	18:00 hour to 06:00 hour	6% differential
Day Shift:	06:00 hour to 18:00 hour	0% differential

c. Employees scheduled to work hours on a shift other than their normal shift will receive the appropriate shift differential for those hours actually worked, provided that their time card correctly identifies the total hours worked under each shift differential.

2. Detective Pay: Officers assigned to Detective duty shall be paid an additional eight and one half percent (8 ½ %) above their base salary while so assigned.

3. SWAT Training: All personnel assigned to the SWAT Unit shall be compensated for all time spent in City authorized training. The compensation shall be at the appropriate rate of pay, either straight time or overtime, and then converted to compensatory time off ("CTO").

4. Canine Officers: Officers assigned to work canine shall receive 10% special assignment pay for the period so assigned. The City shall reimburse the officer(s) for the actual costs of the care and feeding of the canine on a monthly basis. The additional compensation shall be deemed to compensate the employee for off duty time spent in the care, feeding and training of the canine assigned to work with the officer.

5. Call Out Pay: Employees called to duty during non-duty hours shall receive overtime for two (2) hours, or overtime for the actual time spent on the call out, whichever is greater. Call out shall include any time an employee is required to return to work during non-duty hours.

6. Court Pay: Employees required to appear in court during non-duty hours as a result of their employment as a City Police Officer, shall receive overtime for two (2) hours, or overtime for the actual time spent on the court appearance, whichever is greater. If the employee is required to testify, an additional one (1) hour pay at the overtime rate shall be received. The above applies for each scheduled court case.

7. Court Cancellation: Employees whose off duty court appearance is canceled with less than twenty-four (24) hours notice, shall receive two (2) hours pay at the overtime rate. Employees shall receive only one cancellation payment on the same day if two court appearances are cancelled that were scheduled three (3) hours or less apart. Employees shall receive a second court case cancellation payment on the same day only if the second case was scheduled more than three (3) hours after the first court case.

8. Explorer Post Advisors: Employees (a maximum of two (2)) assigned as Explorer Post Advisors shall receive a maximum of five (5) hours per month compensatory time.

9. Field Training Officer: Employees assigned to the position of Field Training Officer (FTO) shall be compensated at a rate of fifty dollars (\$50) per month for each full month so assigned. Receipt of FTO pay is contingent upon being assigned as an FTO, but not necessarily upon being assigned to work with a trainee each month.

10. Mandatory Training Pay: Employees who are mandated by the state to attend a specific number of yearly training hours in order to maintain police certification, shall be compensated for those hours required at their choice of either overtime pay or compensatory time. Officers having achieved their yearly required training hours shall not be compensated for further training unless they are mandated to do so by a department supervisor or if, in the opinion of the department head or his designee, such compensation would be appropriate. Nothing in this section shall supercede the rights of the City to determine if individual training is beneficial to the goals and operation of the department.

11. Longevity Pay: Beginning one year after an employee reaches the top step of his/her pay scale and each anniversary date thereafter, he/she shall receive the following longevity payment based upon their years of full-time City employment: Less than 15 years: \$400. Between 15 and 20 years: \$600. More than 20 years: \$800. The employee shall be responsible for requesting longevity payments.

12. Fitness Incentive: P.O.S.T. physical fitness testing will be offered twice a year. An employee who passes the voluntary yearly physical fitness testing requirements will receive a two hundred and fifty dollars (\$250) fitness incentive payment on the following payroll check. An employee is eligible to receive only one (1) fitness incentive payment per year. There will be no reprisal or punitive action taken against an employee who does not pass the POST physical fitness test. The fitness test shall not be used as criteria for promotions but shall be used as criteria for special assignments when fitness is required to perform the assignment.

ARTICLE 24

IN-SERVICE TRAINING AND EDUCATION INCENTIVES

The City shall reimburse employees for work related, educational expenses when recommended by the Police Chief and pre-approved by the City Manager.

1. Upon receipt of POST certification, the employee shall be compensated as follows:
 - a. Nevada Intermediate POST Certificate shall receive a one hundred fifty dollar (\$150) per year stipend.
 - b. Nevada Advanced POST Certificate shall receive a two hundred dollar (\$200) per year stipend.
 - c. Nevada POST Management Certificate shall receive a two hundred fifty dollar (\$250) per year stipend.
2. The City shall compensate an employee as follows for completion of degrees from an accredited college:
 - a. An Associate Degree - two hundred dollars (\$200) per year stipend.
 - b. A Bachelors Degree - two hundred fifty dollars (\$250) per year stipend.
 - c. A Masters Degree - three hundred dollars (\$300) per year stipend.
 - d. A Ph.D - four hundred dollars (\$400) per year stipend.
3. The City shall compensate full time employees who maintain a National EMS Certification of NREMT-P (Paramedic) from the National Registry of Emergency Medical Technicians with a \$200 per year stipend.

The above listed stipends shall be recognized on July 1 of each year and paid during the first pay period of July.

The above stipends shall not be cumulative. The employee shall receive compensation for only the highest level of achievement.

ARTICLE 25

VACANCIES AND PROMOTIONS

1. All position vacancy announcements shall contain the necessary information regarding the position and shall first be posted on at least one (1) bulletin board at City Hall and at the City Police Department office.

2. The Association shall receive a copy of the announcement and such copy shall be mailed to the Association address within two (2) working days after posting.

ARTICLE 26

WORKING RULES

1. This Agreement supersedes all personnel rules heretofore in effect by the City and/or Winnemucca Police Department (the Department) relating to those subjects addressed by the provisions of this Agreement. This Agreement does not preclude the City from formulating rules and guidelines which are consistent with the terms of this Agreement or the provisions of the NRS, subject to the procedures of this Article.

2. To the extent any personnel rules have been or will become reduced to writing, every member shall have access to them for the duration of this Agreement. Copies of written rules will be furnished and amendments to existing rules will be provided to the Association officials in the bargaining unit at least fifteen (15) working days prior to the effective date of such amendments.

3. The present Operations Manual of the Police Department shall be updated, if necessary, to conform to this Agreement within one hundred eighty (180) days following the effective date of this Agreement.

4. The rules, policies, procedures and directives are to be interpreted and applied uniformly to all employees in the bargaining unit under similar circumstances, but in no way is the Department precluded from promulgating other rules and procedures, provided that such rules and/or procedures are not inconsistent with the terms of this Agreement. The City will post and/or circulate any new or amended rules, policies, procedures or directives immediately upon their implementation.

5. Personnel Files:

a. Each employee shall have the right to review the material in the employee's own personnel file. Under no circumstances may personnel files be removed or taken from the City premises.

b. A representative chosen by the employee may, at the employee's request, accompany the employee during a personnel file review.

c. Personnel file materials shall be released only for the purpose of processing grievances and for City legal documentation, except when written consent is given by the employee.

d. All unfavorable material placed in an employee's personnel file must be inserted in a manner consistent with the guidelines provided by NRS 289.040, that is, the employee must read and initial/sign the material, and if the employee refuses to sign or initial the material, a notice to that effect is attached to the material and is placed in the file.

e. When an employee reviews their personnel file, if documentation has been filed incorrectly (i.e., document is filed under the wrong name, etc.), the documentation will be removed upon the request of the employee and directed to the appropriate person. The City will make every effort to ensure that documentation is filed in the correct personnel file.

f. An employee will, upon written request to the City, receive copies of all materials in their personnel file.

g. Commendations shall be placed into the personnel file and a copy presented to the employee.

ARTICLE 27

GRIEVANCE PROCEDURE

1. Definitions:

a. Grievance: A grievance is a claimed violation, misapplication and/or misinterpretation of a specific provision of this Agreement, which adversely affects the grievant. The exercise or lack of exercise of rights reserved to the City shall not be grievable. Note: All of the written notifications listed below may be submitted by email provided that the grievant/association or City (whomever is the recipient) has confirmed delivery of the email. The time limits and formal levels may be waived by mutual, written consent of the parties for disciplinary appeals.

b. Grievant: A grievant is a unit member of the Association who is filing a grievance as defined above. Alleged violations, misapplications and/or misinterpretations which affect more than one (1) employee in a substantially similar manner may be consolidated at the discretion of the City or the Association as a group grievance and shall thereafter be represented by a single grievant. The Association's authorized representative may file a grievance on behalf of a unit member or on behalf of the Association.

c. Day: Day shall mean a day in which the City's main administrative office is open for business.

2. Informal Resolution: Within fourteen (14) days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, the grievant shall orally discuss his/her grievance with his/her supervisor. A supervisor shall have seven (7) days to give an oral answer to the employee. Failure by the employee to bring the grievance forward to the supervisor within the seven (7) day period shall end the grievance.

3. Formal Resolution:

a. Level 1: If a grievant is not satisfied with the resolution proposed at the informal level, the grievant may, within seven (7) days of such receipt of such answer, file a formal, written grievance by hand delivery or e-mail (with confirmation of delivery) with the grievant's supervisor containing a statement describing the grievance, the Section of this Agreement allegedly violated and remedy requested. The supervisor shall, within seven (7) days, have a meeting with the grievant and within seven (7) days thereafter, provide a written response to the grievant.

b. Level 2: If the grievant is not satisfied with the written answer at Level 1, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal by hand delivery or by e-mail (with confirmation of delivery) to the department head. Within seven (7) days of receipt of the written appeal, the department head or his/her designee, shall investigate the grievance, which may include a meeting with the concerned parties and thereafter provide a written response to the grievant with seven (7) days.

c. Level 3: If the grievant is not satisfied with the written answer from Level 2, the grievant may, within seven (7) days from the receipt of such answer, file a written appeal by hand

delivery or by e-mail (with confirmation of delivery) to the City Manager. Within seven (7) days of receipt of the written appeal, the City Manager, or his/her designee, shall investigate the grievance which may include a meeting with the concerned parties, and thereafter provide a written response to the grievant within seven (7) days. The Level 3 response for Minor Disciplinary Actions shall be final per Article 29.

d. Appeal to Arbitration: If the grievant is not satisfied with the written response at Level 3, within seven (7) days of such response, the grievant, the Association or the Association's authorized representative may file a written appeal by hand delivery or by e-mail (with confirmation of delivery) which notifies the City Manager of the intention to appeal the matter to arbitration. The City Manager will, subject to Subsection g of Section 4 of this Article, contact the person that made the arbitration request within seven (7) days of receipt of the request to begin the arbitrator selection process in accordance with Article 28.

4. General Provisions:

a. Failure to Carry Forward: If a grievant fails to carry the grievance forward to the next level within the prescribed time period, the grievance shall be considered withdrawn with prejudice.

b. Failure to Respond: If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal the grievance to the next higher level as if a negative response had been received on the final day allowed for a City response.

c. Representation: The grievant may be represented by an authorized steward or authorized representative at any level of this procedure.

d. Waiver of Time Limits: Time limits and formal levels may be waived by mutual, written consent of the parties.

e. Copy to Association: The Association shall receive a copy of all grievances filed at the department head level of this grievance procedure.

f. Effect of Grievance: The making or filing of a grievance shall not prevent the City, a department head or supervisor, or other authorized person, from taking action deemed appropriate, nor shall it have the effect of suspending action previously taken, even though the action may involve or be a part of the subject matter of the grievance.

g. Advancing to Arbitration: The arbitrator selection process must not begin until the Association President and/or the Association's authorized representative has signed the request for arbitration.

ARTICLE 28

ARBITRATION

1. Designation: The parties will attempt to agree upon a professional neutral to serve as an arbitrator. In the event an agreement cannot be reached to select an arbitrator, the parties agree to solicit a list of seven (7) professional neutrals from the Federal Mediation and Conciliation Service (FMCS). If the parties cannot mutually agree on an arbitrator from the list, then the parties will alternatively strike names from such list until one (1) name remains, or the parties shall follow the procedure required by the agency supplying the list. The last person remaining on the list shall serve as arbitrator. The party to strike first shall be determined by lot.

2. Matters Not Subject to Arbitration Procedure: Proposals to create, add to or change this written agreement or addenda supplementary hereto, shall not be grievable nor submitted to an arbitrator and no proposal to modify, amend or terminate a negotiated agreement, nor any matter or subject arising out of or in connection with such proposal, may be referred to the arbitration process except as provided for in Nevada Revised Statutes 288 and as provided under Article 30 of this agreement.

3. Rules of Evidence: Strict rules-of-evidence shall not apply.

4. Privacy of Hearings: All hearings held by an arbitrator shall be closed sessions and no news releases shall be made concerning progress of the hearings.

5. Authority of Arbitrator: Decision of an arbitrator on matters properly before him/her shall be final and binding on the parties. No arbitrator shall entertain, hear, decide or make recommendations on any dispute, unless such dispute falls within the definition of a grievance as set forth in Article 27, or is an appeal from Severe Disciplinary Action, and has been processed in accordance with the provisions of this Agreement. The arbitrator's authority shall be limited only to the application and interpretation of the provisions of this negotiated agreement. The Arbitrator's decision shall be submitted, in writing, to the aggrieved party, the City Manager and the Association.

6. Cost: The fees and expenses of the arbitrator and of a court reporter, if used, shall be shared equally by the Association or the grievant, if the grievant is not represented by the Association, and the City. Each party, however, shall bear the cost of its own representation, including preparation and post-hearing briefs, if any.

7. Subpoenas: Any employee, grievant, or participant in the grievance and/or arbitration procedure who is called upon to testify by subpoena during a regular working business day shall be paid by the City for time so spent, but only for straight time hours the employee would have otherwise worked.

ARTICLE 29

DISCIPLINE/TERMINATION

Peace Officers shall be afforded all rights guaranteed under NRS Chapter 289.

1. **Types of Discipline:** Disciplinary action shall be imposed upon an employee for just-cause, which includes, but is not limited to, failing to adequately fulfill the responsibilities as an employee and on-duty or off-duty conduct, which relates to an employee's ability to satisfactorily perform the job. An employee may, after twelve (12) months of the issuance of any negative action, request of the Police Chief or his designee, (with a copy to the City Manager) the removal of such material from the employee's personnel file. Examples of the type of disciplinary action which may be imposed include the following:

a. **Oral Reprimand:** An oral reprimand addressed to an employee by their supervisor as to the propriety of an employee's action(s) or inaction(s). The City may place a written confirmation of oral reprimand in the employee's personnel file. A written confirmation of an oral reprimand will be effective for a period of eighteen (18) months following the date of incident and thereafter shall be of no further effect for any purpose, and shall be removed from all files, provided that there has been no recurrence. Request for removal shall be the responsibility of the employee.

b. **Written Reprimand:** A written reprimand of an employee's conduct, usually concerning an infraction of City rules-of-conduct, regulations or performance. The reprimand is to be in written form, signed by the employee and the supervisor. A copy will remain with the supervisor issuing such reprimand, a copy delivered to the employee with an additional signed copy to the employee's personnel file in the City Clerk's Office. Upon written request of the employee, a copy shall also be forwarded to the Association and/or the Association authorized representative. Signature by the employee shall not constitute agreement with the reprimand, but only recognition of the receipt of the written reprimand. A written reprimand that does not include a suspension, shall be removed from the employee's personnel file twelve (12) months following the date of the incident provided that the employee requests that the City do so in writing to the Chief of Police (with a copy to the City Manager) and provided that the employee has had no other sustained disciplinary actions during that period..

c. **Suspension:** Suspension means a disciplinary measure, whereby the employee receives time off without pay. Disciplinary actions involving a suspension shall be removed from the employee's personnel file upon written request to the Chief of Police (with a copy to the City Manager) according to the following schedule provided that the employee has had no other sustained disciplinary actions during the listed period:

Suspensions of less than three (3) days: Four (4) years from the date of the incident.

Suspensions of three (3) days or more: Six (6) years from the date of the incident.

d. **Leave With Pay:** There are times during an inquiry into alleged misconduct that it would appear to be in the best interest of both the City and employee to relieve the employee from duty pending the outcome of the inquiry. In the event such leave, during a period of review, is thought to be necessary, such leave shall not cause loss of pay or other benefits attached to the position as an employee of the City, unless later converted to a Suspension. Leave With Pay does not

comprise a form of discipline in and of itself.

e. **Demotion:** A demotion is a reduction of at least one (1) step in pay and/or grade for just cause. Demotion shall be imposed by the Police Chief and shall be a written notice to the employee concerned. One (1) copy of such notice shall be delivered to the employee concerned and one (1) copy shall be placed in the employee's personnel file in the City Clerk's Office. Upon written request of the employee, a copy shall also be forwarded to the Association or the Association's authorized representative.

f. **Termination:** Termination of the services of an employee of the City for a gross violation of laws, ordinances or rules and regulations; or for numerous violations of rules and regulations; or for inability or refusal to properly perform duly assigned tasks; for substance abuse or other actions which constitute just cause for termination. Termination shall be imposed by the department head and shall be by written notice to the employee concerned. One (1) copy of such notice shall be delivered to the employee concerned and one (1) copy of the appropriate form shall be placed in the employee's official personnel file in the City Clerk's Office. Upon written request of the employee, a copy shall also be forwarded to the Employee's Association or the Association's authorized representative.

2. **Classifications of Discipline:** Oral reprimands and written reprimands shall be considered Minor Disciplinary Actions. Suspensions, demotions and terminations shall be considered Severe Disciplinary Actions. Time limits and formal levels may be waived by mutual, written consent of the parties for disciplinary appeals.

a. **Minor Disciplinary Actions:**

1) **Procedure for Imposing and Appealing Minor Disciplinary Actions:** Minor Disciplinary Actions may only be appealed by an employee who has successfully completed the initial hire orientation period for current City employment. The following procedures shall apply exclusively to Minor Disciplinary Actions, except Oral Reprimands, for which there shall be no appeal.

2) **Notice of Action:** When a supervisor or manager believes it is necessary to impose a Minor Disciplinary Action on an employee, the supervisor shall notify the employee in writing of his/her decision stating the reason for the action, the regulations or rules which have been violated, the specific action to be taken and the effective date of the action.

3) **Appeal of Minor Disciplinary Action:** Within seven (7) days from receipt of the written notification, an employee who has received an oral or written reprimand, but believes the discipline is unwarranted, may appeal the action up to Level 3 of the Grievance Procedure (Article 27) of this Agreement for a final decision.

b. **Severe Disciplinary Actions:**

1) **Procedure for Imposing and Appealing Severe Disciplinary Action:** Severe Disciplinary Action may only be appealed by an employee who has successfully completed the initial hire orientation period for current City employment. The following procedures shall apply

exclusively to Severe Disciplinary Actions.

2) Notice of Proposed Action: Before taking action to terminate, demote or suspend a non-orientation period employee without-pay, the department head or his/her designee shall serve on the employee and, upon written request of the employee, the Association, either personally or by certified mail, the Notice of Proposed Action, which shall contain the following:

- a) A statement of the action proposed to be taken.
- b) A copy of the charges, including the alleged acts of omissions and grounds upon which the action is based.
- c) If it is claimed that the employee has violated a rule or regulation of the City, a copy of said rule or regulation shall be included with the notice.
- d) A statement that the employee may review and request copies of the materials upon which the proposed action is based.
- e) A statement that the employee has seven (7) working days to respond to the department head or his/her designee, either orally or in writing. If the employee chooses to reply orally, the employee is entitled to a meeting with the department head or his/her designee.

3) Response: The employee, upon whom a Notice of Proposed Action has been served, shall have seven (7) working days to respond or protest to the department head or his/her designee, either orally or in writing, before the proposed action may be taken. Upon application and for good cause, the department head or his/her designee may extend the time period to respond.

4) Response Meeting: If the employee chooses to respond orally, the employee shall be entitled to a personal meeting with the department head or his/her designee. At such meeting the employee may be accompanied by an attorney or Association representative of his/her choice pursuant to NRS 289.080.

5) Review/Action: After complying with the applicable requirements of the proper Sections and having reviewed the employee response (if any given) and pursuant to the Response Section, the department head or his/her designee may order the discipline of the employee. Such order shall:

- a) Be in writing.
- b) State specifically the causes for the action.
- c) State the effective date of such action, and
- d) Be served on the employee and upon written request of the employee, the Association or the Association's authorized representative, either personally or by certified mail.

6) Protest: A non-orientation period employee may protest Severe Disciplinary Action, which protest shall be considered an appeal and processed in accordance with Level 3 of Article 27, Grievance Procedure and, therefore, if necessary, through Article 28, Arbitration. The Association's authorized representative may appeal disciplinary actions on behalf of the unit member or on behalf of the Association.

3. Representation: An employee shall have the right to be represented by up to two (2) representatives of their choice at each step of the disciplinary process described in this Article, provided that one (1) representative shall be designated as the employee's spokesperson. The City shall also designate a single spokesperson to present the City's side of the case at each step of the process.

ARTICLE 30

AMENDING PROCEDURES

A party desiring to modify or change this Agreement shall, not later than February 1 of any year of the term, give written notice to the other party of amendment, in which event, the notice of amendment shall set forth the nature of the amendment or amendments desired. Any amendment, whether a proposed amendment or an alternative to a proposed amendment, that may be mutually agreed upon shall become and be a part of this Agreement; the effective date to be as mutually agreed. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

ARTICLE 31

SAVINGS CLAUSE

1. This Agreement is the entire agreement of the parties, terminating all prior arrangements and practices and concluding all negotiation during the term of this Agreement, except as provided in this Agreement. The City or the Association may request meetings relative to the administration of this Agreement when questions arise necessitating such meetings.

2. In the event the City intends to institute a change during the term of this Agreement of a subject which falls within the scope of mandatory bargaining as outlined in NRS 288.150, the City recognizes its duty to bargain with the Association over said change. Disputes arising under this Article shall not be grievable under Article 27 of the Agreement, but shall be submitted to the Nevada Local Government Employee Management Relations Board of Resolution.

3. Should any provision of this Agreement be found to be in contravention of any federal or state law, or by a court of competent jurisdiction, such provision shall be null and void, but all other provisions of this Agreement shall remain in full force and effect until otherwise canceled or amended. The parties agree to meet within a reasonable period of time after such a finding of contravention to renegotiate the invalidated provision.

4. Whenever the construction of this Agreement requires, singular terms shall be deemed to be the plural, and plural the singular; and, masculine shall be deemed to be feminine or neuter, and feminine the masculine or neuter.

ARTICLE 32

SENIORITY/LAYOFF

1. In the event of a layoff or reduction in force due to lack of funds or lack of work, employees will be laid off according to seniority within the classifications being reduced starting with least senior employee.

2. Employees shall be given opportunity to transfer in lieu of layoff, to any other positions for which the employee is or has qualified, and is more senior than the least senior employee in that class.

3. For purposes of this Article, seniority of employees shall commence on the date of hire, and include any break in employment with the City not exceeding twelve (12) months.

4. Employees who are temporary or employees during the orientation period, shall not have seniority for purposes of bids or layoff, but shall be assigned as the Department sees fit, and shall be laid off before any other employee.

5. Employees voluntarily terminating their employment and upon reinstatement shall lose their seniority rights for bidding purposes, promotions and for shift assignments beginning in this contract term.

ARTICLE 33

MILEAGE AND TRAVEL REIMBURSEMENT

TRAVEL POLICY: All claims for travel reimbursement must be filed on a City Travel Authorization Form and must include the claimant's signature attesting the accuracy of the claim.

Meals:

City employees are entitled to receive meal expenses whenever they are required to conduct pre-approved City business at an out of town location (further than 50 miles from City) provided that they are on uninterrupted travel status during the hours listed below:

<u>Allowable Time</u>	<u>Starts at or before</u>	<u>Ends at or after</u>
Breakfast	7:00 am	9:00 am
Lunch	11:00 am	2:00 pm
Dinner	4:00 pm	7:00 pm

Employees shall not be eligible for, and shall not request payment for, meals that are included as a part of registration fees, airline fees, or otherwise provided to them at no cost.

Applicable Meal Rates:

Breakfast:	\$ 7.00 per day
Lunch:	\$ 11.00 per day
Dinner:	<u>\$ 23.00</u> per day
Total	\$41.00 per day

Personal Vehicle Use: City employees are entitled to receive pre-approved personal vehicle use expenses when required for City business at the current rate established by the Internal Revenue Service.

Lodging: \$85/night unless a higher rate is be pre-approved by the Police Chief for specific locations where market conditions justify the increase.

Incidental Travel Expenses: Pre-approved incidental travel expenses such as taxi cabs, airport parking and rental cars will be reimbursed based on receipts provided by the employee.

ARTICLE 34

MEDICAL EXAMINATIONS

The City will make available to employees the dollar amount that is negotiated between the City and its designated physician for the performance of physical examinations. Employees may use the available dollars to have required physicals performed by a doctor of the employee's choosing. If the employee's doctor charges more than the amount provided for in this Article, the additional cost shall be borne by the employee. In addition to the physical examination, the City shall provide for annual flu shots and annual AIDS testing, both at City expense.

If possible, employees will not be required to answer service calls while undergoing a City required medical examination.

ARTICLE 35

DEATH IN THE LINE OF DUTY

The City will provide up to seven thousand five hundred dollars (\$7,500) for the burial of an officer killed in the line of duty. Death in the line of duty is defined as any action, felonious or accidental, which claims the life of a Winnemucca Police Officer who is performing work related functions either on-duty or off-duty.

In the event an officer of the Winnemucca Police Department is killed in the line of duty, the City will continue to pay the survivor the officer's salary until the first workers compensation or life insurance payment is received by the survivor, for a period not to exceed six (6) months, unless extended by the City Council.

ARTICLE 36

CITY BENEFITS

Employees and their immediate families (*see* City of Winnemucca Employee Handbook / Personnel Manual for definition) are entitled to use the City swimming pools and recreation center at no charge.

All full time City employees will receive a fifty percent (50%) reduction in their municipal golf course use fees (employee only) during the term of this Agreement.

ARTICLE 37

DURATION OF AGREEMENT

This Agreement shall be in full force and effect on July 1, 2013, and shall continue in force through June 30, 2014. This Agreement shall be renegotiated in good faith from year to year thereafter.